Texas Tech University Health Sciences Center

GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT
2016-2017

This Graduate Medical Education Program Agreement ("Agreement") hereby offers a residency training position at the Permian Basin campus, in the Department of _____________ as a _____. Accepting this offer by signing this document constitutes a fully executed Agreement.

Terms and Conditions

1. **Term.** This Agreement is entered into ________________ by and between Texas Tech University Health Sciences Center ("TTUHSC") and _______________ ("Resident"), collectively referred to as "Parties," the term of which will expire no later than twelve (12) months following the beginning date of training. **June 30, 2017.** In the event of an approved leave of absence, any time beyond the number of days available through the training program's vacation time/sick leave shall be without pay and shall be added to the duration of training at his/her current PGY level.

2. **Salary.** Resident shall receive an annual salary of $____________ for the term of this Agreement, to be paid monthly.

3. **Consideration.** In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

3.1 **Conditions.** Resident is responsible for obtaining a Texas medical license or a Texas Physician-in-Training (PIT) permit and paying the required fee set by the Texas Medical Board. This Agreement is CONDITIONAL upon the timely and successful completion of all requirements of the TMB to obtain a postgraduate PIT, or medical license, where applicable. In addition, Resident will be required to undergo a criminal background check prior to beginning training. Any and all additional requirements specified by TTUHSC or the applicable department must be met prior to assuming duties at TTUHSC, but no later than the beginning date of the term of this appointment. Failure to satisfy any or all requirements prior to the indicated start date will either: (1) prevent Resident from being appointed, i.e., result in Resident's training Agreement being deemed null and void; or, (2) upon approval of the Program Director and Designated Institutional Official, may necessitate a change in the start date of the term of appointment, thus delaying the commencement of salary and benefits. Resident will not be allowed to begin work nor receive pay or benefits until his/her PIT or Texas medical license has been received by the GME office.

If at some time subsequent to beginning a residency or fellowship program it is learned that qualifications have not been met including, but not limited to, Resident's medical school education curriculum, TTUHSC will deem this Agreement null and void. In the event Resident, for whatever reason, is unable to meet the requirements for practicing medicine at any of the affiliated hospitals or other participating institutions, this Agreement shall likewise be deemed null and void.

3.2 **Duty to Disclose.** Resident has an affirmative duty and agrees to disclose to the Program Director immediately, i.e., no later than 48 hours of learning such fact, any information, current or past, that could affect eligibility for, or status regarding, a Texas postgraduate PIT permit or medical license, if applicable, prior to beginning the residency program. In the event information is learned during the course of a residency or fellowship which could affect a PIT permit or license, Resident must inform the Program Director immediately, i.e., no later than 48 hours. Such information may include, but is not limited to, loss or limitation of license, inability to pursue training or provide patient care, inability to secure necessary visa clearance, conflict of interest, or any incident involving moral turpitude of Resident.

3.3 **Policies and Bylaws.** Resident shall abide by the policies, rules and regulations of TTUHSC and the applicable Medical Staff Bylaws, policies and procedures of the affiliated hospital(s) to which he/she is assigned. Resident shall participate in all educational and training activities and shall perform all services required as a resident. Resident shall conduct himself/herself as a member of the professional team. Personal appearance and hygiene should always be appropriate to the circumstances.

3.4 **Ethics.** Resident shall adhere to the American Medical Association's "Principles of Medical Ethics," which is incorporated herein by reference: http://www.ama-assn.org/ama/pub/physician-resources/medical-ethics/code-medical-ethics.page. In addition, Resident is expected to accurately and honestly log duty hours and report any non-compliance to the Program Director and Institutional GME Office.

3.5 **Assignments.** The assignment schedule of Resident is dictated by the Program Director of each respective department and is subject to approval by the Chair and/or Regional Dean, where applicable.
3.6 **Liability Insurance.** Professional liability insurance is provided through the TTUHSC Medical Malpractice Self-Insurance Plan, at no cost to Resident. This insurance covers Resident when performing assigned duties during Resident's training program at TTUHSC. Such coverage is valid at affiliated hospitals and other participating institutions to which Resident is assigned. Professional liability insurance does NOT cover any outside professional activities, i.e., "moonlighting."

3.7 **Training Experience.** TTUHSC will provide a training experience that, when satisfactorily completed, meets the standards as set forth in the "Program Requirements" and approved by the Accreditation Council for Graduate Medical Education. Resident agrees to provide uninterrupted service to TTUHSC to the best of his/her ability. The ultimate goal of GME training at TTUHSC is to graduate competent physicians, eligible for licensure in the State of Texas and qualified to sit for specialty specific ABMS examinations.

3.8 **Certificate.** If the resident fulfills all training requirements for certification and discharge to the satisfaction of the Program Director, TTUHSC will issue a certificate of completion. However, TTUHSC reserves the right to withhold the certificate of completion until Resident is in compliance with all rules regulations, personnel policies, payment of any and all money due, and completion of all medical records.

4. **Benefits.** No benefits accrue to Resident other than those specified or referred to in this Agreement including, but not limited to, those contained in the House Staff Policies and Procedures.

5. **Moonlighting.** In accordance with the Accreditation Council for Graduate Medical Education policy, residents in the first year of training at TTUHSC, Resident shall devote his/her full time to the educational and training program. Resident is expected to follow Institutional and Program moonlighting policies and obtain approval in writing in advance of any outside remunerative activities.

6. **Educational Activities.** Resident shall participate fully in the educational and training activities of his/her program and institution and assume responsibility for teaching and supervising other residents and medical students, as required.

7. **Essential Functions of Job.** Resident acknowledges he/she is able to perform the essential functions of a physician in training and will immediately, and in no event later than 48 hours, notify his/her Program Director and Department Chair of any condition or event including, but not limited to, substance abuse, disability, or physical, emotional, mental impairment, temporary or permanent, of any kind, which might in any way, and in the judgment of TTUHSC, compromise or affect training, patient care or safety to self or others.

8. **Severability.** In the event any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

9. **Release of Information.** Resident agrees to release educational and training information to TTUHSC by executing the "Authorization for Release of Educational Information," which is provided in a separate document.

10. **Compliance with Terms and Conditions.** Resident agrees to comply with the terms and conditions of this Agreement, which incorporates the current TTUHSC School of Medicine GME Policies and Procedures, and further acknowledges being advised that the SOM GME Policies and Procedures are accessible on the TTUHSC GME website at [http://www.ttuhsc.edu/som/gme](http://www.ttuhsc.edu/som/gme). Resident is responsible for carefully reviewing this website, referring to the Policy throughout his/her training at TTUHSC, and adhering to the TTUHSC School of Medicine GME Policies and Procedures.

11. **Signature Required.** This Agreement shall be considered binding when signed by all Parties. However, Resident shall not receive any portion of his/her salary or other benefits until all requirements, as outlined hereinabove, have been met.